

REGULAR COUNCIL MEETING
APRIL 9, 2013

Council Chamber, Municipal Building
Irvington, N.J. – Tuesday Evening
April 9, 2013 - 8:00 P.M.

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call

Present: Charnette Frederic, Paul Inman, Lebby C. Jones, Sandra R. Jones, David Lyons, Andrea C. McElroy, D. Bilal Beasley

Absent: None

President Beasley read the Statement of Proper Notice pursuant to the Sunshine Law.

4. Hearing of Citizens on Agenda Items Only (limited to three minutes per person and thirty minutes total)

There were no requests to be heard.

5. Hearing of Council Members

There were no requests to be heard.

6. Reports & Recommendations of Township Officers, Boards & Commissions

A. Reports

1. Minutes – Directors’ Meeting – 3-26-13
2. Planning Board Minutes – 3-14-13
3. Joint Meeting – Second Quarter Assessment
4. Essex County Utilities Authority – Solid Waste Operations and Essex County Utilities Authority – Calendar Year 2013 Budgets
5. Joint Meeting – 2012 Surplus
7. Reports of Committees

None

8. Ordinances, Bills & Claims

ALL ITEMS LISTED ON THE CONSENT AGENDA ARE CONSIDERED ROUTINE BY THE MUNICIPAL COUNCIL AND HAVE BEEN LISTED FOR ONE ROLL CALL VOTE FOR ADOPTION OF ALL ITEMS

C. Bills & Claims

McElroy – S. Jones 2. Payrolls

February 22, 2013 through March 8, 2013

REGULAR	OVERTIME	OTHER EARNED	TOTAL
\$1,343,211.01	\$115,691.53	\$27,254.96	\$1,486,157.50

Adopted

9. Resolutions & Motions
- A. Resolutions

S. Jones – Lyons 1. Commemoration – Earth Day and Anti-Graffiti Day, 2013

2013
EARTH DAY and ANTI-GRAFFITI DAY

WHEREAS, about 30 years ago, more than 20 million Americans joined together on EARTH DAY in a united exhibition of concern for the environment, and their shared action resulted in the passage of sweeping new legislation to protect our air, water and land; and

WHEREAS, since the first EARTH DAY, despite environmental improvements, the environmental well being of the planet is increasingly endangered, threatened by global climate change, ozone depletion, growing world population, tropical deforestation, ocean pollution and nuclear waste, therefore requiring action by all areas of society; and

WHEREAS, EARTH DAY, 2013 is a national and international cry for action that all citizens join in a world effort to save the planet Earth, to preserve plants, animals and natural communities that represent the diversity of life on Earth by protecting the lands and waters they need to survive; and

WHEREAS, the activities and events of EARTH DAY, 2013 will serve to teach all citizens of the importance of acting in an environmentally sound fashion by recycling, conserving energy and water, using efficient transportation, adopting more ecologically sensitive lifestyles, buying and utilizing products which are environmentally safe, and supporting the adoption of laws demonstrating concern for the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that we do hereby proclaim the importance of Earth Day, April 22, 2013 and celebrate it in the Township of Irvington, and that on April 27, 2013, the Township of Irvington will commemorate EARTH DAY AND ANTI-GRAFFITI DAY.

Adopted

S. Jones – Frederic 2. Authorize Use of \$14,990.00 in Housing Rehabilitation Assistance Loan Program Funds for 9 Lindsley Avenue

WHEREAS, the Township of Irvington has obligated funds for the purpose of financing its Housing Rehabilitation Assistance Program; and

WHEREAS, the Township of Irvington has committed to expend funds obligated for its Housing Rehabilitation Program in accordance with its previously adopted Policy and Procedural Manual for the Housing Rehabilitation Program; and

WHEREAS, the Director has previously authorized the provision of the requested Housing Rehabilitation Assistance in accordance with the provisions of said policy; and

WHEREAS, the Director of Community Development has determined that the need for housing rehabilitation work exists at 9 Lindsley Avenue, 1 family, Irvington, New Jersey 07111; and

WHEREAS, a work scope was prepared for this housing rehabilitation project and the quote of \$ 14,990.00 was the lowest qualified quote of the estimated scope of work price \$ 15,050.00 and was awarded to the contractor (see Exhibit A); and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington does ratify and approve the provision of Housing Rehabilitation Program Assistance for rehabilitation at 9 Lindsley Avenue in the amount set forth on the Request for Approval/Director Authorization Form Case # LR-2012-0009 in the total amount of \$ 14,990.00, which is on file in the Office of the Township Clerk; and

BE IT FURTHER RESOLVED that the aforesaid funds are to be used for the purpose as set forth in Exhibit A, on file in the Township Clerk's Office attached hereto for premises known as 9 Lindsley Avenue, 1 family, Irvington, New Jersey; and

BE IT FURTHER RESOLVED that any such funds not expended toward the Rehabilitation of the subject property in accordance with adopted policy and procedures shall be recaptured by the Township of Irvington for use in assisting other Housing Rehabilitation Assistance Program Applicants; and

BE IT FURTHER RESOLVED that the work is to be performed by A.S. Environmental, LLC., 300 Fords Avenue, Apt. M2, Fords, New Jersey 08863 who is a certified contractor and has all the required licenses and permits needed to perform this work and who has submitted the closest responsible quote for the performance of this work; and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:34-5.2, the required Certificate of Availability of Funds No. C3-00280 for the above has been obtained from the Chief Financial Officer of the Township of Irvington and the appropriations to be charged for this expenditure is in the amount of \$ 14,990.00 Account T-21-41-850-12B-801.

Adopted

Beasley – McElroy 3. Authorize Second Amendment to the Redevelopment and Purchase and Sale Agreement with Financial Agreement Kapwood, LLC for the Development of the Former Irvington General Hospital

AUTHORIZING EXECUTION OF THE SECOND AMENDMENT TO THE REDEVELOPMENT AND PURCHASE AND SALE AGREEMENT FOR THE DEVELOPMENT OF THE IRVINGTON GENERAL HOSPITAL SITE

WHEREAS, the Municipal Council of the Township of Irvington (the “Township Council”) designated parcels located in the Township’s Urban Enterprise Zone as an area in need of rehabilitation (the “UEZ Rehabilitation Area”) by Resolution UEZ 07-0227-5; and

WHEREAS, the *Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the “Act”) authorizes municipalities to adopt a redevelopment plan for an area designated as an “area in need of rehabilitation” pursuant to which redevelopment projects are to be undertaken; and

WHEREAS, in accordance with the provisions of *N.J.S.A. 40A:12A-7* the Township Council adopted a Redevelopment Plan for the UEZ Rehabilitation Area by Ordinance No. 3351 in accordance with the requirements of *N.J.S.A. 40A:12A-7*; and

WHEREAS, to realize the redevelopment of the UEZ Rehabilitation Area, the Township Council determined to exercise the powers of redevelopment and serve as the “Redevelopment Entity” responsible for carrying out redevelopment projects in the UEZ Rehabilitation Area in accordance with the Redevelopment Plan pursuant to *N.J.S.A. 40A: 12A-4(c)*; and

WHEREAS, Kapwood, LLC (the “Redeveloper”) submitted a concept for mixed-use redevelopment (the “Project”) to the Township of Irvington (the “Township”) for its review and consideration for a portion of the UEZ Rehabilitation Area identified as Block 324 Lot 1 on the official tax maps of the Township (the “Property”) and commonly referred to as the Irvington General Hospital Site; and

WHEREAS, in accordance with Resolution No. UEZ 12-0925-10, the Township entered into a Redevelopment and Purchase and Sale Agreement with Redeveloper dated October 12, 2012 (as amended by the First Amendment to Redevelopment and Purchase and Sale Agreement, the “Redevelopment Agreement”), which Redevelopment Agreement sets forth the rights and responsibilities of the Township and the Redeveloper with respect to the Project and the Property; and

WHEREAS, capitalized terms used but not specifically defined herein shall have the meanings ascribed to them in the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement specifies the respective rights and responsibilities of the Township and the Redeveloper with respect to the Project, including but not limited to, timeframes to complete certain due diligence and the submission of site plan and building permit applications; and

WHEREAS, since Effective Date of the Redevelopment Agreement, and in accordance with the terms thereof, the Township Administration and Redeveloper have been working together to refine the proposed Project, with the ultimate objective of increasing its ultimate potential for successful completion and implementation, all in the best interests of the Township and its residents; and

WHEREAS, the Township and the Redeveloper have agreed on certain changes related to the implementation of the Project, including timeframes to complete certain due diligence and the submission of site plan and building permit applications, and such changes require amendments to certain provisions of the Redevelopment Agreement; and

WHEREAS, a draft of the proposed “*Second Amendment to Redevelopment and Purchase and Sale Agreement*” (the “RDA Second Amendment”), setting forth the proposed modifications to the Redevelopment Agreement, is attached hereto as Exhibit A; and

WHEREAS, the Redeveloper heretofore partnered with Urban Builders Collaborative NJ, LLC (“UBC”) to effectuate the development of the Project and in furtherance of the partnership, created Hilltop Partners MM, LLC, a new limited liability corporation pursuant to the *New Jersey Limited Liability Company Act, N.J.S.A. 42:2B-1 et seq.* (“Hilltop”), which Hilltop entity is owned 35% by Redeveloper and 65% by UBC; and

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of Irvington, in the County of Essex, New Jersey, as follows:

- A. The aforementioned recitals and the Exhibit hereto are incorporated herein as though fully set forth at length.
- B. The Township hereby authorizes the execution of the RDA Second Amendment in substantially the form attached hereto as Exhibit A. The Mayor is hereby authorized to execute the RDA Second Amendment in substantially the form attached hereto, with such additions, deletions and modifications as may be necessary in consultation with the Township Attorney and Special Redevelopment Counsel.
- C. The Township hereby consents to the assignment of the Redevelopment Agreement, as may be amended by the RDA Second Amendment, including the right to purchase the Property, to (a) Hilltop and/or (b) a special purpose entity formed by Hilltop to acquire, finance, construct, own and operate the Project or any phase thereof, which shall be (i) wholly-owned by Hilltop (ii) an “Affiliate” that controls, is controlled by or is under common control with Hilltop, which Hilltop serves as a general partner or managing member with a controlling interest and such Affiliate was created to syndicate tax credits; or (iii) an Affiliate to be formed, inclusive of Hilltop or the managing members of Hilltop as co-managing members and which ownership shall be disclosed to the Township Administration upon creation thereof.

This consent to assignment is expressly subject to the following terms and conditions: (i) both Hilltop and the Redeveloper shall remain liable for the performance of the obligations set forth in the Redevelopment Agreement, as may amended by the RDA Second Amendment, notwithstanding the assignment of the Redevelopment Agreement to Hilltop; and (ii) Township’s periodic evaluation of Hilltop's financial capacity to (a) pay Township Costs (as such term is defined in the Redevelopment Agreement), and (b) perform its obligations under the proposed Redevelopment Agreement and the Redevelopment Plan, which information shall be supplied at such times and in such form and content as reasonably required by the Township Administration.

- D. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
- E. A copy of this Resolution shall be available for public inspection at the offices of the Township.
- F. This Resolution shall take effect upon final passage.

Exhibit A

DRAFT Amendment

**SECOND AMENDMENT
TO
REDEVELOPMENT AND PURCHASE AND SALE AGREEMENT**

This SECOND AMENDMENT TO REDEVELOPMENT AND PURCHASE AND SALE AGREEMENT (this “**Amendment**”) is entered into as of April ____, 2013 by and between **THE TOWNSHIP OF IRVINGTON**, a public body corporate and politic of the State of New Jersey, in its capacity as redevelopment entity pursuant to N.J.S.A. 40A:12A-4(c) (the “**Township**”), and **KAPWOOD, LLC**, a New Jersey limited liability company (“**Redeveloper**”).

A. BACKGROUND AND PURPOSE.

a. The Municipal Council of the Township (the “**Township Council**”) designated parcels located in the Township’s Urban Enterprise Zone as an area in need of rehabilitation (the “**UEZ Rehabilitation Area**”) by Resolution UEZ 07-0227-5.

b. The *Local Redevelopment and Housing Law*, N.J.S.A. 40A:12A-1 *et seq.* (the “**Act**”) authorizes municipalities to adopt a redevelopment plan for an area designated as an “area in need of rehabilitation” pursuant to which redevelopment projects are to be undertaken.

c. In accordance with the provisions of N.J.S.A. 40A:12A-7 the Township Council adopted a Redevelopment Plan for the UEZ Rehabilitation Area by Ordinance No. 3351 in accordance with the requirements of N.J.S.A. 40A:12A-7.

d. To realize the redevelopment of the UEZ Rehabilitation Area, the Township Council determined to exercise the powers of redevelopment and serve as the “Redevelopment Entity” responsible for carrying out redevelopment projects in the UEZ Rehabilitation Area in accordance with the Redevelopment Plan pursuant to N.J.S.A. 40A: 12A-4(c).

e. The Redeveloper submitted a concept for mixed-use redevelopment to the Township for its review and consideration for a portion of the UEZ Rehabilitation Area identified as Block 324 Lot 1 on the official tax maps of the Township (the “**Property**”) and commonly referred to as the Irvington General Hospital Site.

f. In accordance with Resolution No. UEZ 12-0925-10, the Township entered into a Redevelopment and Purchase and Sale Agreement with Redeveloper dated October 12, 2012 (the “**Original RDA**”) setting forth the rights and responsibilities of the Township and the Redeveloper with respect to the Project and the Property.

g. In accordance with Resolution No. _____, the Township and Redeveloper entered into a First Amendment to Redevelopment and Purchase and Sale Agreement dated as of _____, 2013 (together with the Original RDA, the “**Existing RDA**”).

h. Capitalized terms used and not otherwise defined in this Amendment shall have the meanings given to them in the Existing RDA. The Existing RDA, as amended by this Amendment, will hereinafter be referred to at times as the “**Redevelopment Agreement**”. All references in the Existing RDA to “this Agreement”, “this Redevelopment Agreement” or “the Redevelopment Agreement” shall be deemed references to the Existing RDA, as amended by this Amendment and as may hereafter be further amended from time to time.

i. The Township and the Redeveloper desire to amend the Existing RDA in accordance with, and for the purposes set forth in, this Amendment.

B. EXISTING DEFINITIONS. The definitions of the following terms appearing in the Existing RDA are hereby amended in their entirety to read as follows:

“Building Permit” means, for any Phase, a building permit issued by or on behalf of the Township for such Phase.

“Commence Construction”, and **“Commencement of Construction”**, or **“Commencement Date”** means, with respect to any Phase of the Project, the date on which the construction force and machinery is mobilized for construction of such Phase of the Project on the Property in accordance with Governmental Approvals as set forth in Section 4.4.

“Completion of Construction”, **“Complete Construction”** or **“Completion Date”** means, with respect to any Phase or the entire Project, as applicable, the date on which the Redeveloper has substantially completed construction of such Phase or the entire Project, as applicable.

“Concept Plan” means a general plan depicting the Improvements which Redeveloper proposes to construct as part of the Project, as described in this Redevelopment Agreement. A copy of the updated Concept Plan is annexed to this Amendment as Exhibit B, which supersedes the Exhibit B attached to the Original RDA.

“Construction Period” means, for each Phase, the period beginning on the Commencement Date and ending on the Completion Date.

“Construction Schedule” means, with respect to any Phase, the timetable and performance milestones, as approved in writing by the Township Administration, for design, obtaining Governmental Approvals, environmental remediation, site preparation, and Completion of Construction of such Phase of the Project as contained in the certified site plan for such Phase, as may be modified or adjusted from time to time in accordance with the provisions of this Agreement.

“Governmental Approvals” means, with respect to any Phase, all final and unappealable local, county, state and federal governmental approvals necessary or appropriate for implementation and completion of such Phase in accordance with the terms of this Agreement, including without limitation preliminary and final site plan approval; preliminary and final subdivision approval, if and as applicable; environmental permits, including but not limited to storm water drainage permits; utilities-related permits, including permits related to water supply and sewer service; and all other necessary permits, licenses, consents, permissions or approvals from or required by governmental agencies.

“LIHTC Application” means an application to the appropriate department of the State of New Jersey for Low Income Housing Tax Credits in connection with the Project or any Phase thereof.

“Loan Closing” means, with respect to any Phase, the closing of all loan and LIHTC financing described in the Project Budget for such Phase.

“Plans and Specifications” means, with respect to any Phase, all plans, drawings, specifications and related documents needed to implement and to Complete Construction of such Phase in accordance with this Agreement and all applicable Governmental Approvals.

“Project” means the development of the Property under this Agreement and as specifically described within Section 2.4 of this Agreement.

“Project Budget” means the budget for the Project detailing all of the projected Project costs by Phase, including a description of the proposed financing for each Phase and a detailed list of sources and uses for each Phase as approved by the Township Administration.

“Project Entity” means a special purpose entity formed by Redeveloper to acquire, finance, construct, own and operate a Phase of the Project, which shall be (i) wholly-owned by Redeveloper, (ii) an Affiliate of Redeveloper, which Redeveloper serves as a general partner or managing member with a controlling interest and such Affiliate was created to syndicate tax credits, or (iii) an entity to be formed, inclusive of the Redeveloper

or the managing members of the Redeveloper as co-managing members and which ownership shall be disclosed to the Township Administration upon creation thereof.

“**Transfer**” means: (i) a sale, sublease or conveyance of all or any portion of the Property (except for any residential or commercial space leases) or all or any portion of the Project by Redeveloper to a third party prior to Completion of Construction of the entire Project, except that a conveyance to a Project Entity or the sale or conveyance of a portion of the Property following Completion of Construction of the Phase located on such portion of the Property shall not constitute a “Transfer” hereunder; (ii) a sale, pledge, joint venture, equity investment or other act or transaction involving or resulting in a change in the ownership or control of Redeveloper or a Project Entity as it exists on the date of this Agreement, including but not limited to any change in the identity of the parties in control of Redeveloper or a Project Entity, except that neither the admission of a non-managing investor member nor the sale or assignment of equity interests in a Project Entity following Completion of Construction of the Phase owned by such Project Entity shall constitute a “Transfer” hereunder; or (iii) any assignment or other conveyance, voluntary or involuntary, of this Agreement to a third party without the consent of the Township.

C. **NEW DEFINITIONS.** Section 1.1 of the Existing RDA is hereby amended by adding the following new terms and the meanings ascribed to such terms below in the appropriate alphabetical order:

“**Annual Redevelopment Fee**” shall have the meaning set forth in Section 13.2 of this Agreement.

“**General Development Plan**” shall mean the General Development Plan submitted to, and approved by, the Planning Board for the development of the Project in accordance with the Redevelopment Plan.

“**Phase**” means a portion of the Project developed in accordance with this Agreement, as more particularly described in Sections 2.4 and 2.5 of this Agreement.

“**Phase One**” means the development of a residential apartment building on proposed Lot 1.04 consisting of approximately 198 multi-family units utilizing the existing surface parking on the Property.

D. **DESCRIPTION OF PROJECT.** Section 2.4 of the Existing RDA is hereby deleted in its entirety and shall be replaced by the following new Section 2.4:

2.4 The Project. The Project shall consist of the development of approximately 704 units of multi-family housing with approximately 15,000 square feet of retail/commercial space and approximately 757 parking spaces. More specifically, the Redeveloper will seek Governmental Approvals for the subdivision of the Property into seven (7) lots (anticipated to be lots 1.01 through 1.07 in Block 324) as depicted on attached Exhibit D, which subdivision shall be perfected following the Redeveloper’s acquisition of the Property, and each lot will be developed as a separate Phase as follows:

<u>Lot</u>	<u>Phase</u>	<u>Description</u>
1.01	3	+/- 2,000 square foot restaurant
1.02	2	+/- 13,000 square foot daycare center
1.03	4	223 units and 223 surface parking spaces
1.04	1	198 units
1.05	5	233 units and a 484 space parking garage
1.06	6	12 two-family homes and 24 surface parking spaces
1.07	7	13 two-family homes and 26 surface parking spaces

All Improvements constructed as part of the Project shall be constructed in accordance with the design and construction requirements established by the Township in its Redevelopment Plan and the General Development Plan. Plans and Specifications for the Improvements included within each Phase must be reviewed and approved by the Township Administration, as hereinafter provided, prior to the Commencement of Construction of such Phase, which approval will not be unreasonably withheld, delayed or conditioned

provided that such Plans and Specifications are consistent with the Concept Plan, the General Development Plan and the Redevelopment Plan.

E. **PHASING OF PROJECT.** A new Section 2.5 is hereby added to the Redevelopment Agreement to read as follows:

2.5 Project Phases. The Project will be developed in seven (7) Phases, each located on a distinct portion of the Property to be subdivided into seven (7) separate lots. The Township acknowledges and agrees that the phasing order set forth in Section 2.4 is the Redeveloper's current best estimate of the order in which the Phases will be developed and is based upon current market conditions and other factors which are likely to change over time. Notwithstanding anything to the contrary in Section 2.4 or elsewhere in this Agreement, the Redeveloper shall have the right to determine the order in which the Phases are developed in its sole and absolute discretion, provided that Phase One shall be developed as the first Phase. The Redeveloper may assign its rights hereunder with respect to each Phase to a separate Project Entity, and upon the Completion of Construction of any Phase the Redeveloper may sell or transfer the Redeveloper's direct or indirect interest in such Phase to a third party without the consent or approval of the Township Administration.

F. **FIRST SOURCE EMPLOYMENT LINKAGE PROGRAM.** Redeveloper shall comply with the Township's First Source Employment Linkage Program set forth in Chapter 15 of the Township's Municipal Code.

G. **APPLICATIONS FOR APPROVALS.** Sections 4.2(a), 4.2(b) and 4.2(c) of the Existing RDA are hereby supplemented and amended to provide that: (i) Applications for Governmental Approvals will be filed by the Redeveloper on a Phase-by-Phase basis and shall be consistent with the General Development Plan; and (ii) the Redeveloper shall apply for final Governmental Approvals for the second Phase within twelve (12) months after issuance of a Certificate of Occupancy for Phase One, and thereafter shall apply for final Governmental Approvals for each subsequent Phase within twelve (12) months after the issuance of a Certificate of Occupancy for the immediately preceding Phase.

H. **APPLICATIONS FOR BUILDING PERMITS.** Section 4.2(e) of the Existing RDA is hereby supplemented and amended to provide that the Redeveloper shall submit applications for Building Permits for each Phase (other than Phase One) within ninety (90) days after the expiration of the appeal period applicable to the final Governmental Approvals for such Phase.

I. **EVIDENCE OF FINANCING.** Section 4.2(h)(i) of the Existing RDA is hereby amended to provide that: (i) the deadline for the submission by the Redeveloper to the Township of proof that the Redeveloper has secured adequate debt and equity financing to complete any Phase (other than Phase One) shall be not less than seven (7) days prior to the projected date of Commencement of Construction for such Phase; and (ii) the deadline for the submission by the Redeveloper to the Township of proof that the Redeveloper has secured adequate debt and equity financing to complete Phase One shall not be less than seven (7) days prior to the Acquisition Date or the Closing Date, whichever may be sooner, unless otherwise waived by the Township Administration.

J. **APPLICATIONS FOR FINANCING.** Section 4.2(h)(ii) of the Existing RDA is hereby supplemented and amended to provide that the Redeveloper shall submit applications for LIHTC financing on a Phase-by-Phase basis, and with respect to Phase One shall submit such applications to NJHMFA for the Spring 2013 LIHTC round.

K. **COMMENCEMENT AND COMPLETION OF CONSTRUCTION.** Section 4.4 of the Existing RDA is hereby amended to provide that the Redeveloper shall Commence Construction of each Phase within thirty (30) days after receipt of all necessary building and construction permits for such Phase, and shall diligently Complete Construction (i) within thirty-six (36) months of the applicable Commencement Date for the Phases to be developed on proposed Lots 1.03, 1.04 and 1.05, (ii) within thirty (30) months of the applicable Commencement Date for the Phases to be developed on proposed Lots 1.06 and 1.07, and (iii) within twenty-four (24) months of the applicable Commencement Date for the Phases to be developed on proposed Lots 1.01 and 1.02, subject to the same provisos set forth in the Existing RDA.

L. **RIGHT OF REVERTER.** Section 9.8 of the Existing RDA is hereby deleted in its entirety and shall be replaced by the following new Section 9.8:

9.8 Township's Right of Reverter. If, after the Closing but prior to the issuance of the Certificate of Occupancy for the Improvements to be constructed as part of any particular Phase, the Redeveloper shall fail to commence, diligently pursue and complete construction of such Phase substantially in accordance with the terms of this Agreement, and such failure continues after the notice and cure rights herein set forth, upon sixty (60) Days prior written notice by the Township (the "**Declaration of Reverter**") to the Redeveloper (and where applicable, to the Mortgagee), ownership of any portion of the Property which, as of the date of the Declaration of Reverter, has not received a Certificate of Completion (other than as a result of a breach of this Agreement by the Township) shall revert to the Township pursuant to a reverter clause which shall be included in such conveyance documents without any further act on the Township's part and the estate conveyed by the Township by deed to the Redeveloper shall immediately (after expiration of the aforesaid notice period) terminate and revert in the Township. However, any reversion of title as a result of the aforementioned termination due to Default shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way (i) the lien of any mortgage authorized by this Agreement; and (ii) any rights or interest provided in this Agreement for the protection of Mortgagees or other lienholders. The right of the Township to declare such a reversion of title is not intended as a waiver by the Redeveloper of its right to challenge the validity of such Declaration of Reverter or otherwise contest the same in any manner if the Redeveloper believes such right has been improperly exercised and/or is otherwise defective, improper or disputable for any reason.

M. **PILOT CONTINGENCY.** Section 12.1 of the Existing RDA is hereby amended and supplemented to further provide that: (i) the Redeveloper may apply to the Township for a separate PILOT in connection with each separate Phase; and (ii) the Township Administration agrees to support the Redeveloper's application for a PILOT for Phase One of the Project which provide for an annual service charge equal to four and one-third percent (4.33%) of annual gross revenue from the residential rental units within Phase One and ten percent (10%) of all other income derived from Phase One of the Project (including any commercial rental space). Notwithstanding the foregoing, the Redeveloper acknowledges the Township Council may approve or deny the PILOT application in its sole discretion. The language contained in Section 12.1 of the Existing RDA remains in full force and effect.

N. **REDEVELOPMENT FEE.** A new Section 13.2 is hereby added to the Redevelopment Agreement to read as follows:

13.2 Annual Redevelopment Fee. Redeveloper shall make payments to the Township in the amount of \$45,000 per year (the "**Annual Redevelopment Fee**") to defray the costs of investments made by the Township to encourage the redevelopment of the Property. The Redeveloper's obligation to pay the Annual Redevelopment Fee shall commence upon Redeveloper's submission of a LIHTC Application for Phase One (with the entire Annual Redevelopment Fee for calendar year 2013 due at such time) and such obligation shall end and terminate after payment of the Annual Redevelopment Fee for the year during which a Certificate of Occupancy is issued for the final Phase. Subject to the immediately preceding sentence, commencing in calendar year 2014 the Annual Redevelopment Fee shall be due and payable in full on the first business day of each calendar year.

O. **RATIFICATION.** Except as specifically modified by this Amendment, the Redevelopment Agreement remains in full force and effect and is ratified and affirmed by the Township and the Redeveloper. To the extent that there is a conflict between the provisions of this Amendment and the provisions of the Existing RDA, the provisions of this Amendment shall be controlling.

P. **GOVERNING LAW.** This Amendment shall be governed by and construed in accordance with the laws of the State of New Jersey, but without giving effect to any choice of law provisions which might otherwise make the laws of a different jurisdiction govern or apply.

Q. **COUNTERPARTS.** This Amendment may be signed in any number of counterparts, with the same effect as if all the signatories had signed the same document, and all of

which when taken together shall constitute a single agreement. Delivery of a signed counterpart by fax or as a .pdf attachment to an email message shall constitute sufficient delivery.

* * * *

IN WITNESS WHEREOF, the undersigned have executed and delivered this Second Amendment to Redevelopment and Purchase and Sale Agreement as of the date first set forth above.

ATTEST:

TOWNSHIP OF IRVINGTON

By: _____
Hon. Wayne Smith, Mayor

WITNESS:

KAPWOOD, LLC

By: _____
Name:
Title:

Adopted

Beasley – McElroy 4. Determination That the Proposed Housing Project by Hilltop Partners MM, LLC Meets an Existing Housing Need Within the Township of Irvington

**RESOLUTION OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF
ESSEX, NEW JERSEY DECLARING AN EMERGENCY AND WAIVING
ESTOPPEL PERIOD**

WHEREAS, in accordance with the provisions of *N.J.S.A.* 40A:12A-7 the Township Council, by Resolution No. UEZ 13-0219-5, requested that the Planning Board of the Township of Irvington (the “Planning Board”) evaluate a proposed amendment to the Redevelopment Plan to determine, among other things, its consistency with the Township of Irvington's land use and redevelopment goals and objectives for the UEZ Rehabilitation Area; and

WHEREAS, on March 14, 2013, the Planning Board, at a duly noticed and constituted public meeting, reviewed the amendment, as well as heard testimony from the Township's Administration, and allowed all those present who wished to comment to be heard; and

WHEREAS, following testimony presented by the Township's Administration, the Planning Board found it appropriate to amend the UEZ Redevelopment Plan to (i) stimulate new mixed-use development in strategic areas of the UEZ Rehabilitation Area and (ii) create a process for the submission of a general development plan and, in furtherance thereof, recommended the adoption of the proposed amendment to the Redevelopment Plan (the “Amendment”); and

WHEREAS, The Township Council found it appropriate for the Amendment to be adopted in accordance with the requirements of *N.J.S.A.* 40A:12A-7, being, among other things, substantially consistent with the Township Master Plan and, to that end adopted an ordinance following public hearing and second reading on this date entitled "Ordinance of the Municipal Council of the Township of Irvington Amending the Redevelopment Plan for the UEZ" (the "Ordinance"); and

WHEREAS, Section 5 of the Ordinance provides that the Ordinance shall take effect at the time and in the manner as provided by law, which is generally upon the expiration of twenty days following the date of its publication after final adoption (the "Estoppel Period"); and

WHEREAS, the Township deems it imperative and emergent that the Amendment be effective immediately; and

WHEREAS, *N.J.S.A.* 40:69A-181(b) provides that the Estoppel Period may be waived if the Township Council, with no less than two-thirds of its membership concurring, finds by resolution that an emergency exists that necessitates the waiver of the Estoppel Period,

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY (NO LESS THAN TWO-THIRDS OF ITS MEMBERSHIP AFFIRMATIVELY CONCURRING) AS FOLLOWS:

Section 1. The Township Council hereby finds and declares that an emergency exists which requires the Amendment to take effect immediately.

Section 2. The Township Council, in accordance with the statute, hereby directs that as such an emergency exists, the Estoppel Period pertaining to the Ordinance shall be waived, and the Ordinance shall become effective immediately upon publication after final passage.

Section 3. This resolution shall take effect immediately.

Adopted

S. Jones - Lyons 5. Support PSE&G's Energy Strong Program

BE IT RESOLVED, by the Township of Irvington as follows:

WHEREAS, the State of New Jersey has experienced a series of extreme weather events over the last two years, including but not limited to: Hurricane Irene, the October 2011 snowstorm, Superstorm Sandy and an accompanying Nor'easter; and

WHEREAS Irvington was impacted by said extreme weather events, including but not limited to: [mention damages, outages, etc. that municipality experienced]; and

WHEREAS, Public Service Electric and Gas Company ("PSE&G") provides [municipality] electric and/or gas service; and

WHEREAS, said extreme weather events severely damaged PSE&G infrastructure, including but not limited to: flooded electrical substations due to storm surges, downed power lines and poles due to high winds and fallen trees, and the destruction of gas meters due to contact with water; and

WHEREAS, said damages to PSE&G infrastructure contributed to Irvington's] said impacts; and

WHEREAS, the New Jersey Board of Public Utilities ("BPU") issued an order on January 23, 2013 directing the State's electric and gas utilities, including PSE&G to implement certain recommendations in the areas of: "Preparedness efforts", "Communications", "Restoration and response", "Post event", and "Underlying infrastructure issues"; and

WHEREAS, PSE&G submitted an infrastructure filing on February 20, 2013 entitled "Energy Strong"; and

WHEREAS, "Energy Strong" proposes an investment of \$3.98 billion worth of infrastructure projects over a 10- year period to enhance PSE&G's electrical and gas system, including but not limited to: fortifying electrical stations, replacing and modernizing cast iron gas mains, deploying smart grid technologies, improving pole distribution systems, creating more redundancies, undergrounding of electricity lines, and protecting gas metering stations; and

WHEREAS, Irvington would benefit from the proposed investments in the "Energy Strong" filing.

NOW THEREFORE BE IT RESOLVED, that the Township of Irvington formally declares its support for PSE&G's "Energy Strong" program.

Adopted

S. Jones – McElroy 7. Resolution of Sorrow – Beverly Jenkins - Former Employee of the Irvington Municipal Court

**RESOLUTION OF SORROW
BEVERLY JOHNSON-JENKINS**

WHEREAS, the Township of Irvington mourns the passing of Beverly Jenkins, who peacefully entered into eternal rest on Thursday, March 28, 2013. She was a resident of Irvington for 38 years; and

WHEREAS, Beverly Johnson- Jenkins was born to Saunder and Edna Johnson, of Florence, S.C. on May 8, 1952. She attended LaMar Elementary School, in South Carolina until age 14. Upon the death of her mother Mrs. Edna Johnson she went to Washington, DC to visit with her sister Mrs. Geneva Bethea for the summer; and

WHEREAS, Beverly Johnson-Jenkins after visiting with her sister Geneva moved to Newark NJ to live with her older sister Mrs. Esther Cato. She attended the Newark Public School System and graduated from Barringer High School in 1971; and

WHEREAS, Beverly Johnson-Jenkins then met Jordan Jenkins in 1973 and later married him on April 25, 1975. Beverly's hobbies included bowling, dancing, skating and vacationing on cruises with her family and friends; and

WHEREAS, Beverly Jenkins was an employee of the Township of Irvington Municipal Court starting as a Clerk Typist then promoted to Senior Clerk Typist; she was a loyal and dedicated employee serving the Township's Municipal Court in the Motor Vehicle and Criminal Court Departments with a spirit of helping others; and

WHEREAS, Beverly Jenkins joined Metropolitan Baptist Church in July 2006 on her Christian Experience and her love of God she served on the Security Ministry as a Security Guard. In this ministry she performed her duties as best as she could and had the opportunity to be a personal security guard to renowned artist Rev. Shirley Ceasar's when she came to Metropolitan Baptist Church for a concert.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington joins with the family and friends of Beverly Johnson- Jenkins in mourning the loss of the wonderful individual; and

WHEREAS, that a copy of this resolution be spread upon the minutes of this governing body in lasting tribute to Beverly Johnson- Jenkins.

Adopted

S. Jones – McElroy 8. Authorize Fair and Open Professional Services Contract for Web Hosting and Other Special Services – Precise Virtual Development – Not to Exceed 22,994.00

**RESOLUTION AUTHORIZING FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT
FOR WEB HOSTING AND OTHER SPECIAL SERVICES**

WHEREAS, request for proposals (RFP) for Webmaster service was publicly advertised in the New Jersey Star Ledger on December 10, 2012 with a deadline for qualification to be submitted on December 28, 2012; and

WHEREAS, sealed proposals were submitted on or before December 28, 2012 in response to the Township's publicly advertised request for proposal; and

WHEREAS, two proposals were received and publicly opened; and

WHEREAS, said proposals were referred to the Purchasing Agent, Township Administrator and Chief Financial Officer; and

WHEREAS, the proposals satisfied the bid requirement and due to unforeseen circumstances, the

Purchasing Committee was unable to make an award decision within sixty (60) days and;

WHEREAS, the Township requested and the bidders agreed to extended their pricing for additional sixty (60) days; and

WHEREAS, the Township Administrator has recommended award should be made to the following firm: Craig Felder

Precise Virtual Development
1075 Easton Ave
Suite 271
Somerset, NJ 08873

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for webmaster service be awarded to Precise Virtual Development, 1075 Easton Ave, Suite 271 Somerset, NJ 08873 on the basis of their response to the request for an amount not to exceed \$17,945.00 for web hosting services and \$ 5,049 for special services, a total amount of \$ 22,994.00; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract for one year from the date that this resolution is adopted and the Mayor and Township Clerk are authorized and directed to sign the same; and

BE IT RESOLVED Chief Financial Officer has certify the availability of funds in the amount of \$4,000.00 charge to account 3-01-20-100-100-183, and the balance will be contingent on the adoption of the Calendar year 2013 budget.

Adopted

S. Jones – McElroy 8. Award Emergency Contract to Remove Recycling, Municipal Waste and Debris from Municipal Property After Hurricane Sandy – DCRS, LLC – Not to Exceed \$105,000.00

RESOLUTION TO AWARD AN EMERGENCY CONTRACT TO REMOVE RECYCLING, MUNICIPAL WASTE AND DEBRIS FROM MUNICIPAL PROPERTY AFTER HURRICANE SANDY

WHEREAS, the Department of Public Works and the Shade Tree Commission stored leaves, fallen debris, and other materials at the Fire Department Training Academy from Hurricane Sandy, and,;

WHEREAS, the leaves and municipal-waste were comingled and it is now considered Municipal Waste, and

WHEREAS, under the NJ Department of Environment (NJDEP) and Federal Emergency Management Administration (FEMA), such debris must be disposed by a certified vendor.

WHEREAS, under the Morris County Co-op, Contract Number 49, DCRS LLC was awarded a co-operative contract to remove Municipal Waste/Municipal Road Clean-up waste at \$35.00 per cubic yard, and

WHEREAS, it was determined that the Township currently has approximately 3000 cubic yards of municipal waste stored at the Fire Department Training Academy from Hurricane Sandy, therefore the total cost to remove all the stored waste is \$105,000.00 (3000 cubic yard x \$35.00).

WHEREAS, this situation constitutes a threat to public health, safety, welfare, and the Governor of the State of New Jersey and the Mayor of the Township of Irvington declared a State of Emergency and DCRS LLC, P.O. Box 328 Cream Ridge, NJ 08514 is available to completed the work;

NOW, THEREFORE, BE IT RESOLVED BY THE Municipal COUNCIL OF THE TOWNSHIP OF IRVINGTON that it ratifies the decision of the Mayor of the Township of Irvington to

authorize an emergency contract in the amount of \$105,000.00 to DCRS LLC., P.O. Box 328, Cream Ridge, NJ 08514, to remove all the Municipal Waste stored by the Township from Hurricane Sandy.

BE IT FURTHER RESOLVED, the Chief Financial Officer has paid to DCRS LLC., P.O. Box 328, Cream Ridge, NJ 08514 on purchase order number 1 3- from Account Number 2-0 1-46-870-184-299.

Adopted

10. Communications & Petitions

A. Communications

1. League of Municipalities – Legislative Bulletin #1

11. Pending Business

None

12. Miscellaneous

A. Bingos and Raffles

None

NON-CONSENT AGENDA ITEMS

8. Ordinances, Bills & Claims

A. Ordinances on 1st Reading

S. Jones – McElroy 1. \$53,000,000.00 Refunding Bond Ordinance

REFUNDING BOND ORDINANCE OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF CERTAIN FISCAL YEAR ADJUSTMENT REFUNDING BONDS, SERIES 2003B (QUALIFIED PURSUANT TO THE MUNICIPAL QUALIFIED BOND ACT, P.L. 1976, c.38, AS AMENDED), SCHOOL REFUNDING BONDS, SERIES 2003C, CONSISTING OF THE CURRENT INTEREST BONDS (SCHOOL BOND RESERVE ACT, P.L. 1980, c. 72) AND GENERAL IMPROVEMENT REFUNDING BONDS, SERIES 2003E (QUALIFIED PURSUANT TO THE MUNICIPAL QUALIFIED BOND ACT, P.L. 1976, c.38, AS AMENDED) OF THE TOWNSHIP, APPROPRIATING \$53,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE BY THE TOWNSHIP OF REFUNDING BONDS, SERIES 2013 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$53,000,000 FOR FINANCING THE COST THEREOF.

Adopted

Beasley –McElroy 2. Amend and Supplement Section 5-166 of Revised Code – Membership of the Citizens Advisory Commission

AN ORDINANCE TO AMEND AND SUPPLEMENT SECTION 5-166 OF THE REVISED CODE OF THE TOWNSHIP OF IRVINGTON RELATING TO APPOINTMENT OF MEMBERS TO THE CITIZENS ADVISORY

Adopted

B. Ordinances on 2nd Reading

1. President Beasley: An ordinance authorizing amendments to the Urban Enterprise Zone Redevelopment Plan within the Urban Enterprise Zone Rehabilitation Area will be heard at this time. The Clerk will read the notice of hearing.

The Clerk read the notice of hearing.

The Clerk will read the Ordinance by title.
Section 1. **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE
TOWNSHIP OF IRVINGTON AMENDING THE
REDEVELOPMENT PLAN FOR THE UEZ
REHABILITATION AREA**

WHEREAS, the Municipal Council of the Township (the “Township Council”) designated parcels located in the Township’s Urban Enterprise Zone as an area in need of rehabilitation (the “UEZ Rehabilitation Area”) by Resolution UEZ 07-0227-5; and

WHEREAS, the *Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the “Act”) authorizes municipalities to adopt a redevelopment plan for an area designated as an “area in need of rehabilitation” pursuant to which redevelopment projects are to be undertaken; and

WHEREAS, in accordance with the provisions of *N.J.S.A. 40A:12A-7* the Township Council adopted a Redevelopment Plan for the UEZ Rehabilitation Area by Ordinance No. 3351, as amended by Ordinance No. 3405, in accordance with the requirements of *N.J.S.A. 40A:12A-7* (as amended, the “Redevelopment Plan”); and

WHEREAS, the Township Council desires to amend the Mixed Use Overlay District-1 (“MUOD-1”) set forth in the Redevelopment Plan to stimulate new mixed use development in strategic areas of the UEZ Rehabilitation Area; and

WHEREAS, in accordance with the provisions of *N.J.S.A. 40A:12A-7* the Township Council, by Resolution No. UEZ 13-0219-5, requested that the Planning Board of the Township of Irvington (the “Planning Board”) evaluate a proposed amendment to the Redevelopment Plan (the “Initial Amendment”) to determine, among other things, its consistency with the Township of Irvington's land use and redevelopment goals and objectives for the UEZ Rehabilitation Area; and

WHEREAS, on March 14, 2013, the Planning Board, at a duly noticed and constituted public meeting, reviewed the Initial Amendment, as well as heard testimony from the Township’s Administration, and allowed all those present who wished to comment to be heard; and

WHEREAS, following testimony presented by the Township’s Administration, the Planning Board found it appropriate to amend the UEZ Redevelopment Plan to (i) stimulate new mixed-use development in strategic areas of the UEZ Rehabilitation Area and (ii) create a process for the submission of a general development plan and, in furtherance thereof, recommended the adoption of the proposed amendment to the Redevelopment Plan set forth in Exhibit A (the “Amendment”), finding the Amendment consistent with the Township's land use and redevelopment goals and objectives for the UEZ Rehabilitation Area; and

WHEREAS, The Township Council hereby finds it appropriate for the Amendment to be adopted in accordance with the requirements of *N.J.S.A. 40A:12A-7*, being, among other things, substantially consistent with the Township Master Plan,

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the Township of Irvington that the Amendment, attached hereto as Exhibit A, is hereby adopted,

BE IT FURTHER ORDAINED THAT:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be judged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall remain valid and effective.
3. The Redevelopment Plan for the UEZ Rehabilitation Area of the Township is hereby amended to incorporate the provisions of the Amendment.
4. A copy of this Ordinance shall be available for public inspection at the offices of the City Clerk.

5. This Ordinance shall take effect at the time and in the manner as provided by law.

EXHIBIT A

UEZ Redevelopment Plan Amendment

The Redevelopment Plan for the UEZ Rehabilitation Area, as amended by Ordinance No. 3405, is hereby further amended to incorporate the following revisions to the MUOD-1 zoning district all other provisions of the Redevelopment Plan for the UEZ Rehabilitation Area shall remain in full force and effect:

- A. MUOD-1 District – Additional Use Regulations.
- B. *Permitted Uses.*
 - C. All uses otherwise permitted in the Township Zoning Ordinance and otherwise applicable to the properties within the boundaries of the MUOD-1 District.
 - D. All uses currently permitted in the MUOD-1 District by this Redevelopment Plan
 - E. The following additional uses:
 - a. Mid-rise multifamily residential.
 - b. Two-family dwellings, attached or detached.
 - c. Day care center.
 - d. Medical outpatient facility
 - F. Planned Developments (as hereinafter defined).
 - a. In connection with a Planned Development, any or all of the uses set forth above are permitted.
 - b. Multiple permitted uses on one lot.
- G. Accessory uses, including parking structures.
- H. MUOD-1 District – Bulk Regulations for Planned Developments
- I. *Lot Dimensions*
 - J. The minimum aggregate area for any Planned Development shall be 5 acres.
 - K. A Planned Development may be subdivided into one or more lots. In order to promote flexibility for a Planned Development, there shall be no minimum lot dimensional requirements, provided that each lot must have frontage on a public road.
- L. *Yard Dimensions*
 - M. In order to promote flexibility for a Planned Development, there shall be no minimum yard dimensional requirements, provided that no building may be located within 10' of another building.
- N. *Building Dimensions*
 - O. The maximum aggregate floor area ratio (F.A.R.) for a Planned Development shall not exceed 4.5, inclusive of floor area devoted to parking structures.

- P. The maximum allowable building heights within a Planned Development shall not exceed 275' or 25 stories,
- Q. Rooftop mechanical equipment and related rooftop appurtenances shall not be included in the calculation of roof height.

R. Step-backs

- S. Unless otherwise provided in the design and development criteria booklet submitted in connect with a General Development Plan, step-back standards for all Planned Developments shall be as follows:
 - a. All mechanical equipments, stairways, and elevator penthouses to be provided on the roof of a building or structure are to be set back from all exterior walls a distance at least equal to its height above the parapet/cornice line of the building.
 - b. For buildings less than 60 feet tall, the setback shall apply to only street-facing exterior walls.
 - c. Minimum 10 feet step-back from front yard setback line at the floor plate of the building floor height that is nearest to and below 60 feet above grade.

T. MUOD-1 District – Miscellaneous Regulations for Planned Developments

U. Density.

- V. The maximum aggregate density for an entire Planned Development shall not exceed 130 dwelling units per acre.
- W. To promote flexibility for a Planned Development as an integrated whole, the density requirement shall not apply to individual lots within a Planned Development.

X. Coverage.

- Y. The maximum aggregate lot coverage for an entire Planned Development shall not exceed 75%. For the purposes of this calculation, lot coverage shall mean building coverage; and walkways and other paved areas shall not be considered as part of the lot coverage, consistent with the definition in the Zoning Code.
- Z. To promote flexibility for a Planned Development as an integrated whole, the lot coverage requirement shall not apply to individual lots within a Planned Development.

AA. Parking.

- BB. Notwithstanding any other provisions, the minimum required off-street parking for a Planned Development shall be as follows:
 - a. For residential uses, 1 space per unit.
 - b. For restaurants, 1 space per 200 SF.
 - c. For retail and other uses, 1 space per 250 SF.

- CC. Other than parking count, the requirements of the Residential Site Improvement Standards, N.J.A.C. 5:21 et seq. shall apply.

DD. Design Regulations

EE. All design regulations pertaining to access, circulation, utilities, stormwater management, landscaping, lighting, and signage under applicable Township codes shall apply.

FF. Administrative Provisions – Planned Developments

A. *New Definitions.*

“General Development Plan” means a comprehensive plan for the development of a Planned Development, as provided in section 4 of P.L.1987, c.129 (C.40:55D-45.2).

“Planned Development” means an area with a specified minimum contiguous or noncontiguous acreage of five acres or more to be developed according to a plan containing one or more residential clusters, which may include appropriate commercial, or public or quasi-public uses all primarily for the benefit of the residential development.

B. *Phasing.*

C. Any Planned Development to be constructed in one or more sections shall be constructed in accordance with a phasing plan set forth in a Redevelopment Agreement between the redeveloper and the Township and a General Development Plan.

D. Each phase of the Planned Development shall be self-sustaining with respect to parking, utilities, and overall design. Any deficiencies with respect to a phase shall be satisfied through the use of cross-easements.

E. *Timing and Duration.*

F. A Planned Development approved by General Development Plan shall be completed within 20 years from the date upon which the developer receives final approval of the first section of the Planned Development or the General Development Plan shall expire.

G. The redeveloper may apply for final site plan approval for one or more sections at the same time it applies for approval of a General Development Plan.

H. *Submission of an Application for a General Development Plan*

I. Prior or simultaneous to the submission of a preliminary subdivision approval or preliminary site plan approval for the first phase, any redeveloper of a parcel of land for which the redeveloper is seeking approval of a Planned Development must submit a General Development Plan to the Planning Board for approval.

J. Except for required reports and other written documentation, the General Development Plan shall be submitted in plat form at a scale of one inch equals 100 feet. Each submission shall be on a sheet sized at least 24 by 36 inches. If one sheet is not sufficient to contain the entire tract, it may be shown on separate sheets of equal sizes, with reference on each sheet to the adjoining sheets.

K. A General Development Plan shall include the following:

- a. A land use plan indicating the tract area and general locations of the land use uses to be included in the planned development. The total number of dwelling units and amount of nonresidential floor area to be provided and proposed land area to be devoted to nonresidential use should be set forth. In addition, the proposed types of nonresidential uses to be included in the planned development should be set forth, and the land area to be occupied by each proposed use should be estimated.

- b. A circulation plan showing the general location and types of transportation facilities, including bus facilities and facilities for pedestrian and bicycle access, within the planned development and any proposed improvements to the existing transportation system outside the planned development.
 - c. An open space plan showing the proposed land area and general location of land areas to be set aside for conservation and recreational purposes, if any, and a general description of improvements proposed to be made thereon, including a plan for the operation and maintenance of such lands and including reforestation efforts.
 - d. A utility plan indicating the need for and showing the proposed location of sewage and water lines, and drainage facilities necessitated by the physical characteristics of the site, proposed methods for handling solid waste disposal, and a plan for the operation and maintenance of proposed utilities, indicating those public services which the applicant proposes to provide and which may include, but not be limited to, water, sewer, cable and solid waste disposal.
 - e. A design and development criteria booklet should be provided establishing design and development criteria for buildings; parking, service and access; lighting; signs; drainage, preservation of existing major trees, if any, tree protection during construction, and other landscape design considerations. The booklet should also address criteria for environmental and visual protection during construction and provisions for review of energy conservation measures.
 - f. A proposed phasing plan consistent with an executed Redevelopment Agreement between the redeveloper and the Township.
 - g. A Redevelopment Agreement between the redeveloper and the Township.
- L. The Planned Development shall be developed in accordance with this Redevelopment Plan, the General Development Plan and an executed Redevelopment Agreement.

M. Failure to Submit Preliminary Site Plan Approval.

In the event that a redeveloper who has General Development Plan approval does not apply for preliminary approval for the Planned Development which is the subject of that General Development Plan approval within five years of the date upon which the General Development Plan has been approved by the Planning Board, the Planning Board shall have cause to terminate the General Development Plan approval. However, the Planning Board in establishing the timing schedule, and the Township in negotiating a Redevelopment Agreement relating to the Planned Development, may allow for preliminary approval for section(s) of the Planned Development to be applied for subsequent to five years of the date upon which the General Development Plan has been approved by the Planning Board; in which case, the Township shall not have cause to terminate the General Development Plan approval as long as the redeveloper shall fulfill his obligations under the approved plan.

The public hearing on this ordinance is now open.

There were no requests to be heard.

Beasley – McElroy Motion to close public hearing

Adopted

Beasley - McElroy Motion to adopt this ordinance on second reading after public hearing

Adopted

2. President Beasley: An ordinance to amend Chapter 98 of the Revised Code to provide for a fee of \$50.00 for bid packages will be heard at this time. The Clerk will read the notice of hearing.

The Clerk stated for the record that this notice as identical to the prior notice that was read.

The Clerk will read the ordinance by title.

The public hearing on this ordinance is now open.

There were no requests to be heard.

S. Jones – Beasley Motion to close public hearing

Adopted

S. Jones – Beasley Motion to adopt this ordinance on second reading after public hearing

Adopted

C. Bills & Claims

McElroy – S. Jones 1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD ENDING APRIL 9, 2013, AS ENUMERATED ON THIS LIST FOR MATERIALS, SUPPLIES AND SERVICES FURNISHED, DELIVERED AND/OR PERFORMED HAVE BEEN CERTIFIED BY THE DEPARTMENTS AS CORRECT, EACH CLAIM AND PURCHASE ORDER HAVE BEEN VERIFIED AND REVIEWED FOR THE AVAILABILITY OF FUNDS, ACCURACY OF ACCOUNT CODING AND COMPLETENESS BY THE ADMINISTRATION, THEREFORE:

BE IT RESOLVED, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON THAT THE FOLLOWING BE PAID BY THE CHIEF FINANCIAL OFFICER:

BILL LIST	\$176,421.36
SUPPLEMENTAL	\$496,303.30
TOTAL	\$672,724.66

Adopted
No: Lyons

9. Resolutions & Motions

A. Resolutions

McElroy – S. Jones 9. Authorize Business Administrator to Use Alternate Public Defenders on an On-Call Basis through a Non-Fair and Open Process

AUTHORIZING THE BUSINESS ADMINISTRATOR TO USE ALTERNATE PUBLIC DEFENDERS ON AN ON-CALL BASIS THROUGH A NON-FAIR OPEN PROCESS

WHEREAS, the Township of Irvington has a need for alternate Public Defenders to be available on an on-call basis in the event of conflict cases or due to a shortage of available staff; and

WHEREAS, alternate Public Defenders are professional services contractors as a law license is required to perform this service; and

WHEREAS, the total amount procured for this service will exceed the Play-to-Pay threshold of \$17,500.00 in the 2013 calendar year; and

WHEREAS, the following attorneys are available, experience and have provided the Township with this type of service in the past; - Charles Chikezie of 455 Lawn Ridge Road, Orange, NJ 07050, Jonathan Goodman of 649 Newark Ave, Jersey City, NJ 07052 and Scott Pennington of 76 South Orange Ave, Suite 103, South Orange, NJ 07079; and

WHEREAS, the C-271 Political Contribution Disclosure forms were completed by Charles Chikezie, Jonathan Goodman and Scott Pennington pursuant to NJSA 19:44A-20.7 and no

political contributions were made to elected officials and copies of these forms are on file in the Division of Purchasing; and

WHEREAS, the Business Administration will contact the alternate Public Defender when services are needed.

NOW, THEREFORE, BE IT RESOLVED, that Charles Chikezie, Jonathan Goodman and Scott Pennington are hereby appointed through a non-fair and open process to serve on an on-call basis as an Alternate Public Defenders and with a rate of pay of \$150.00 per session for calendar year 2013; and

BE IT FURTHER RESOLVED, the Township Attorney is hereby authorized and directed to prepare the necessary contract and the Mayor and Township Clerk are authorized and directed to sign the same.

Adopted

McElroy – S. Jones 9. Declare Emergency and Waive 20 Day Estoppel Period for Ordinance Amending the UEZ Redevelopment Plan

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY DECLARING AN EMERGENCY AND WAIVING ESTOPPEL PERIOD

WHEREAS, in accordance with the provisions of *N.J.S.A.* 40A:12A-7 the Township Council, by Resolution No. UEZ 13-0219-5, requested that the Planning Board of the Township of Irvington (the “Planning Board”) evaluate a proposed amendment to the Redevelopment Plan to determine, among other things, its consistency with the Township of Irvington's land use and redevelopment goals and objectives for the UEZ Rehabilitation Area; and

WHEREAS, on March 14, 2013, the Planning Board, at a duly noticed and constituted public meeting, reviewed the amendment, as well as heard testimony from the Township’s Administration, and allowed all those present who wished to comment to be heard; and

WHEREAS, following testimony presented by the Township’s Administration, the Planning Board found it appropriate to amend the UEZ Redevelopment Plan to (i) stimulate new mixed-use development in strategic areas of the UEZ Rehabilitation Area and (ii) create a process for the submission of a general development plan and, in furtherance thereof, recommended the adoption of the proposed amendment to the Redevelopment Plan (the “Amendment”); and

WHEREAS, The Township Council found it appropriate for the Amendment to be adopted in accordance with the requirements of *N.J.S.A.* 40A:12A-7, being, among other things, substantially consistent with the Township Master Plan and, to that end adopted an ordinance following public hearing and second reading on this date entitled "Ordinance of the Municipal Council of the Township of Irvington Amending the Redevelopment Plan for the UEZ" (the "Ordinance"); and

WHEREAS, Section 5 of the Ordinance provides that the Ordinance shall take effect at the time and in the manner as provided by law, which is generally upon the expiration of twenty days following the date of its publication after final adoption (the "Estoppel Period"); and

WHEREAS, the Township deems it imperative and emergent that the Amendment be effective immediately; and

WHEREAS, *N.J.S.A.* 40:69A-181(b) provides that the Estoppel Period may be waived if the Township Council, with no less than two-thirds of its membership concurring, finds by resolution that an emergency exists that necessitates the waiver of the Estoppel Period,

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX, NEW JERSEY (NO LESS THAN TWO-THIRDS OF ITS MEMBERSHIP AFFIRMATIVELY CONCURRING) AS FOLLOWS:

Section 1. The Township Council hereby finds and declares that an emergency exists which requires the Amendment to take effect immediately.

Section 2. The Township Council, in accordance with the statute, hereby directs that as such an emergency exists, the Estoppel Period pertaining to the Ordinance shall be waived, and the Ordinance shall become effective immediately upon publication after final passage.

Section 3. This resolution shall take effect immediately.

Adopted

12. Miscellaneous

B. General Hearing of Citizens and Council Members (limited to five minutes per person)

Council President Beasley explained to the audience that the matters on the agenda were discussed in detail at last evening's Pre-Meeting Conference prior to the Council voting on them this evening.

13. Adjournment

There being no further business the meeting adjourned at 8:18 P.M.

D. Bilal Beasley, Council President

Harold E. Wiener, Municipal Clerk